



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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DONALD L. WOLFE, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

August 18, 2005

IN REPLY PLEASE

REFER TO FILE: **EP-2**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**LANCASTER LANDFILL AND RECYCLING CENTER
WASTE PLAN CONFORMANCE AGREEMENT
SUPERVISORIAL DISTRICT 5
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Certify that the final Environmental Impact Report (EIR), previously certified by the Los Angeles County Regional Planning Commission, for the approval of Conditional Use Permit (CUP) No. 93-070-(5) has been completed in compliance with the California Environmental Quality Act and the State and County guidelines related thereto and reflects the independent judgment and analysis of the County; find that the Board has reviewed and considered the information contained in the final EIR prior to approving the enclosed Waste Plan Conformance Agreement (Agreement); find that the previously adopted mitigation monitoring program incorporated in the EIR is adequately designed to ensure compliance with the mitigation measures during project implementation; and determine that any remaining significant adverse effects of the project have either been reduced to an acceptable level or are outweighed by the specific considerations of the project as outlined in the approved Environmental Findings of Fact and Statement of Overriding Considerations, which findings and statement are incorporated herein by reference.

2. Approve and instruct the Chair to sign the Agreement between Waste Management of California, Inc., and the County for controlling and accounting for waste entering and leaving the Lancaster Landfill and Recycling Center, maximizing available landfill capacity, and implementing waste diversion programs at and away from the Landfill (Enclosure A).

PURPOSE/JUSTIFICATION OF RECOMMENDATION

On May 13, 1998, the Regional Planning Commission approved CUP No. 93-070-(5) for expansion of the Lancaster Landfill and Recycling Center. The CUP requires Waste Management of California, Inc., the owner/operator of the Landfill, to enter into an agreement with the County prior to expansion of the facility. The Agreement ensures that the Landfill owner/operator does not negligently or intentionally deposit waste into the Landfill which is required to be diverted or recycled. This requirement is in accordance with the Los Angeles County Countywide Integrated Waste Management Summary Plan, dated June 1997 pursuant to the California Integrated Waste Management Act of 1989 (AB 939, as amended). AB 939 requires each city and county to divert 50 percent of solid waste from disposal at landfills and/or transformation facilities. Failure to meet this requirement may subject the city or county to penalties of up to \$10,000 per day. Moreover, counties are required to prepare and administer a long-term planning document (i.e., the Countywide Siting Element) which identifies how the county and cities within the county will address the need for 15 years of disposal capacity to safely handle solid waste which remains after recycling, composting, and other waste diversion activities.

The Agreement provides for maintaining truck scales that will be connected to a computer-based system to monitor and account for waste and diverted materials entering and leaving the Landfill; implementing programs to maximize utilization of the available landfill capacity; and implementing waste diversion programs at and away from the Landfill, including funding additional household hazardous/electronic waste collection events in the Antelope Valley.

By diverting and recovering recyclable materials, the Landfill assists the County and cities within the County of Los Angeles to achieve the State's 50 percent waste reduction mandate as well as preserve landfill capacity.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Organizational Effectiveness since the Agreement will assist the County and cities within the County of

Los Angeles to meet the State's 50 percent waste reduction mandate and reduce the need for landfilling and incineration. It also satisfies the Goal of Fiscal Responsibility since the Agreement will fund additional household hazardous/electronic waste collection events in the Antelope Valley.

Additionally, this action satisfies the Goal of Service Excellence since the Agreement requires the Landfill owner/operator to conduct two cleanup campaigns a year in the Antelope Valley, accept all waste (up to one ton) delivered by residents to the site during these campaigns free of charge, and allow County residents to drop-off one bulky item per year free of charge. These requirements will collectively reduce illegal dumping which is prevalent in the Antelope Valley.

FISCAL IMPACT/FINANCING

There will be no impact on the County's General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed Agreement satisfies the requirements of the Mitigation Monitoring Program, Part II, of CUP No. 93-070-(5), as approved by the Regional Planning Commission on May 13, 1998, and it has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

On May 13, 1998, the Regional Planning Commission certified the EIR for the expansion of the Lancaster Landfill and Recycling Center and adopted a mitigation monitoring program for the project and a statement of overriding considerations. As approved by CUP No. 93-070-(5), the Landfill expansion consists of a horizontal expansion on approximately 174 acres and a vertical expansion of approximately 5 feet.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact to current County services or projects as a result of this action.

The Honorable Board of Supervisors
August 18, 2005
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CONCLUSION

Upon approval, please return three adopted copies of this letter and three original signed Agreements to Public Works.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

MA:sm
P:\sec\LLRC-WPCA-BOS

Enc.

cc: Chief Administrative Office
County Counsel (Judith Fries)
Executive Office
Department of Regional Planning

WASTE PLAN CONFORMANCE AGREEMENT

THIS WASTE PLAN CONFORMANCE AGREEMENT ("**Agreement**") is made and entered into as of the _____ day of _____, 2005, by and between the County of Los Angeles, a political subdivision of the State of California ("**County**"), and Waste Management of California, Inc., f/k/a Lancaster Landfill and Recycling Center, a Waste Management of California Company ("**LLRC**").

RECITALS

This Agreement is made with reference to the following facts:

A. LLRC owns approximately 276 acres located at the intersection of Avenue F, Challenger Way and 10th Street East near the City of Lancaster in the unincorporated territory of the County of Los Angeles ("**Property**"). LLRC is the owner of a Class III non-hazardous solid waste landfill ("**Landfill**") operated on the Property.

B. LLRC applied for a conditional use permit and related land use entitlements to continue operation of the Landfill and expand the Landfill within the Property ("**Project**"). The Project provides for a maximum daily solid waste disposal intake of 1,700 tons. A legal description of the Property is attached hereto as **Exhibit "A."**

C. On May 13, 1998, the Regional Planning Commission of the County of Los Angeles approved the Project by, among other measures, certifying the Final Environmental Impact Report, Lancaster Landfill and Recycling Center, State Clearinghouse No. 93101036; and approving and issuing Conditional Use Permit 93-070-(5) ("**CUP**") and related documents. As approved, the expansion of the Landfill consists of a horizontal expansion on approximately 174 acres and a vertical expansion of approximately five feet (the "Expansion Area").

D. Pursuant to the Integrated Waste Management Act ("**IWMA**"), Division 30 of the California Public Resources Code, each jurisdiction in the State of California must adopt a plan for the management and handling of solid waste within its respective jurisdiction, consistent with the statewide policies, standards and requirements set forth in the IWMA.

E. Pursuant to the IWMA, the Los Angeles County Solid Waste Management Committee/Integrated Waste Management Task Force ("**Task Force**") has been formed by the County and the cities in the County to identify solid waste management issues on a countywide basis.

F. Pursuant to the Los Angeles County Code, the County of Los Angeles Department of Public Works ("**Department**") is the lead County agency advising the County Board of Supervisors on waste management issues.

G. Part II of the Mitigation Monitoring Program attached to the Conditions of Approval of the CUP requires LLRC, before expanding the Landfill as authorized by the CUP, to enter into a waste plan conformance agreement providing for controlling and accounting for certain waste, implementing and enforcing programs intended to maximize utilization of the available fill capacity, and implementing waste diversion and recycling programs. This Agreement is intended to satisfy all of the requirements of said Part II.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties mutually agree, represent, and warrant as follows:

1. **Controlling and Accounting for Waste Entering and Leaving the Property.** Commencing on January 1, 2004, and thereafter throughout the term of the CUP, LLRC shall implement and conform with the procedures hereunder and as set forth in the CUP for controlling and accounting for waste entering and leaving the Property, as stipulated by the Department in writing, and those additional requirements which may be reasonably specified by the Department. In addition, LLRC shall employ generally accepted measures for controlling and accounting for such waste, including, but not limited to, the following:

(a) LLRC shall maintain truck scales that will be connected to a computer-based system to monitor and account for incoming and outgoing waste and diverted materials. All trucks operated by commercial waste haulers loaded with waste and/or recyclable material entering the Property shall be weighed for gross weight and, when leaving, shall be weighed to establish the tare weight. In the case of repetitive trips by the same truck to the Landfill, LLRC shall be allowed to develop a tare weight verification program such that trucks need not be weighed every time they depart the Property. At a minimum, tare weights must be verified semi-annually.

(b) LLRC shall provide for weighing diverted materials, including, but not limited to, recyclable green waste, chippable wood materials, and rock and rubble. Green waste and wood waste loads must be directed to their respective processing areas for handling in accordance with the Waste Diversion and Recycling Plan, attached hereto as **Exhibit "B"** and incorporated herein by reference which plan may be amended from time to time by written agreement of the Department and LLRC. Rock and rubble must either be directed to a storage area or to development areas for reuse on roads and drainage control systems as described in the attached Waste Diversion and Recycling Plan. LLRC shall divert all of the loads that are qualified for such uses to reduce the amount of landfilled waste.

(c) LLRC shall account for all diverted materials that are taken off-site or reused on-site using proper weight measurement procedures.

(d) Subject to the availability of appropriate hardware and software, electronic recording devices may be used to document weights and other records.

(e) The net tonnage of waste placed in the Landfill, including sewage sludge and auto shredder waste, shall not exceed 1,700 tons per day (tpd). The following items shall not be taken into account in measuring said daily 1,700 ton limit:

(i) Clean dirt imported to cover and prepare interim and final fill slopes for planting; and

(ii) except as otherwise provided in this Agreement, waste processed and put to a beneficial use on the Property or separated or otherwise diverted from the waste stream and exported from the Property for the purpose of recycling, in accordance with the restrictions of Conditions 10(f) and (g) of the CUP; and

(iii) petroleum-contaminated soil used as alternative daily cover, in conformance with State regulations, provided that such alternative daily cover does not exceed 15 percent of the total waste placed in the Landfill on a quarterly basis.

2. **Maximizing Available Fill Capacity.** Commencing on January 1, 2004, and thereafter throughout the term of the CUP, LLRC shall research and develop programs acceptable to the Department and the County Department of Health Services intended to maximize utilization of the available fill capacity of the Landfill. The programs shall include a feasibility study on compaction methods, diversion or reduction of high-volume/low-density materials, reduction in the volume of daily cover, and utilization of alternatives to soil for cover purposes. The study shall include recommendations for implementation of those methods determined to be feasible. LLRC shall implement those recommendations determined by the Department to be technically and commercially feasible. Department recommendations shall be submitted in writing to LLRC. At a minimum, the following shall be implemented:

(a) **Compaction Methods:**

(i) LLRC shall, as soon as reasonably possible, implement those compaction methods that the Department determines in writing to be technically and commercially feasible and necessary pursuant to the above paragraph, using the best available technology to maximize use of air space.

(ii) LLRC shall study the use of earth surcharging on completed fill cells to accelerate the compaction of the waste material. Such studies shall be performed in conjunction with excavation activities associated with cell developments where excess soil must be stockpiled as well as other materials (e.g. concrete, contaminated soils, etc.) where operationally viable. The study will address stability and cost effectiveness as well as compaction results.

(iii) LLRC shall implement technically and commercially feasible methods that would achieve levels of compaction equal to those rates achieved at other landfills in the County of Los Angeles determined by the Department to be comparable. LLRC shall evaluate compaction results on an annual basis.

(b) Diversion or Reduction of High-Volume/Low-Density Materials:

(i) LLRC has in place feasible methods to divert or reduce those high-volume/low-density materials that are not capable of being readily compacted.

(ii) LLRC shall separate certain bulky and/or unmanageable materials (including, but not limited to, tree stumps, large boulders, and low-density materials) in order to maximize compaction in the Landfill.

(iii) LLRC shall employ reasonable measures to divert certain low-density materials, such as green waste, wood waste, and rock and rubble, for recycling/reuse at on- and off-site locations.

(c) Reduce Volume of Daily Cover:

(i) LLRC shall investigate and implement, as permitted by the appropriate regulatory agencies, technically and commercially feasible methods of reducing the volume of daily cover used at the Landfill. LLRC shall also pursue the use of alternative landfill covers in addition to green waste, as permitted by appropriate regulatory agencies, including, but not limited to, contaminated soils (provided that such materials do not exceed 15 percent of the total waste placed in the Landfill on a quarterly basis), as well as synthetic cover materials. A copy of each submittal, identifying

the regulatory agency to which it was submitted, shall simultaneously be delivered to the Department.

(ii) LLRC shall use all reasonable efforts to optimize the average daily cell size of the Landfill, subject to applicable regulations, in order to minimize the volume of daily cover used on the Landfill.

(d) Utilize Green Waste Materials for Daily, Intermediate, and Final Cover:

(i) The County recognizes that the CUP allows use of processed green waste/wood waste for alternative daily cover and provides for a green waste/wood waste processing operation on the Property, and that substantially all green and wood waste delivered to the Property may be diverted to the green waste/wood waste processing operation for off-site beneficial uses as long as it is viable.

(ii) However, in the event the processing and off-site export of green waste and wood waste ceases to be viable, either temporarily or permanently, LLRC shall utilize green waste received and processed on the Property as a supplement to daily, intermediate, and final cover used at the Landfill to the extent it is deemed feasible by the Department and is acceptable to and/or permitted by all regulatory agencies. LLRC shall begin said procedures within two (2) weeks of cessation of off-site export of green waste and wood waste.

(iii) To the extent the Director of Public Works deems it feasible and as permitted by appropriate regulatory agencies, LLRC shall use green waste as an amendment to the final cover of the Landfill or other qualifying beneficial use.

(iv) LLRC may divert green waste for other uses on the Property, including erosion and fire control and soil amendment, as permitted by the appropriate regulatory agencies.

3. **Waste Diversion and Recycling Programs.** Commencing on January 1, 2004, and thereafter throughout the term of the CUP, LLRC shall implement and conform with the requirements of the CUP as well as with the programs identified in the County of Los Angeles jurisdictions' Source Reduction and Recycling Elements ("SRREs") for waste diversion and recycling by implementing the attached Waste Diversion and Recycling Plan (Exhibit "B"). LLRC recognizes that the requirements of the CUP and this Agreement are designed to assist the County in meeting State-mandated waste diversion and recycling goals, rules, and/or laws ("State Requirements"), and that the County may incur costs, fines, and/or penalties if the County fails to comply with the State Requirements. The parties recognize that said

costs, fines, and/or penalties are very difficult to predict or measure. LLRC agrees to indemnify and hold County harmless from and against all costs, fines, and/or penalties imposed by the California Integrated Waste Management Board for failure to meet the State Requirements, to the extent such fines or penalties are the result of LLRC's failure to implement or conform with the requirements of the CUP or this Agreement. LLRC shall not be responsible for failures to meet the State Requirements that are beyond LLRC's control or which arise out of the County's sole negligence or the actions and activities of participating jurisdictions within the County that cause or contribute to violations of the State Requirements.

4. **Failure to Comply.** LLRC's failure to comply with any provision of this Agreement constitutes a violation of the CUP. Should the Director determine that LLRC has failed to comply with any provision of this Agreement, a written notice of the failure to comply shall be sent to LLRC by certified mail. In the event the noted failure is not corrected, or efforts are not shown to be underway to make the necessary correction(s), within 30 days of LLRC's receipt of said notice to the satisfaction of the Director of Public Works, the matter shall be referred to the Director of Regional Planning for processing as a CUP violation. All hearings and due process provisions of the CUP shall apply with respect to the provisions of this paragraph.

5. **Documentation and Inspection of Records.** Commencing on January 1, 2004, and thereafter throughout the term of the CUP, LLRC shall maintain records that document the weight of all waste received and placed in the Landfill for disposal or diverted and exported from the Property, and all materials put to beneficial use on the Property, for the prior three years. LLRC shall also maintain records that document compliance with all waste restrictions imposed by the Conditions of Approval of the CUP. LLRC shall further document the composition and origin of waste in accordance with the requirements of the Task Force's Finding of Conformance and by maintaining such additional records that the Department reasonably determines in writing to be necessary for the County to develop waste management plans. All such records shall be available at the Property for inspection by the Local Enforcement Agency, the Department, the County Department of Regional Planning and the County Treasurer and Tax Collector during any and all times when the Landfill is in operation or upon forty-eight (48) hours notice. Such records shall also be immediately provided to such agencies upon request.

6. **Term of Agreement.** This Agreement shall become effective upon the date of its execution by all parties and shall terminate upon the expiration of the CUP, including any extension thereof, or upon closure of the Landfill, whichever occurs first.

7. **Successors and Assigns.** This Agreement shall (a) be binding upon LLRC and its successors and assigns and (b) inure to the benefit of and be enforceable by the County and its successors and assigns. Upon any transfer of LLRC's interest in the Property, LLRC is released from all further responsibility or liability under this Agreement. Notwithstanding the foregoing, this Agreement cannot be assigned by

LLRC without the express prior written consent of the County, which consent shall not be unreasonably withheld; provided, however, that LLRC may assign this Agreement to any subsidiary, parent or affiliated company without the County's consent.

8. **Modification or Waiver of this Agreement.** This Agreement is intended by the parties hereto as a final expression of their agreement with respect to the subject matter hereof and is intended as a complete and exclusive statement of the terms and conditions of said agreement. No modification or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the Director of Public Works and by LLRC; provided, however, the parties hereby agree that this Agreement shall be amended, at the option of the Department, to the extent necessary to maintain conformity, as determined by the Department, with the SRREs of jurisdictions in the County or with the Los Angeles Countywide Integrated Waste Management Plan, as may be amended.

9. **No Waiver of Rights by the County--Cumulative Rights.** No course of dealing or failure or delay on the part of the County in exercising any right, power or privilege hereunder shall preclude any other or further exercise by the County of any right, power, or privilege hereunder. The County's remedies under this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the County may be lawfully entitled. Nothing in this Agreement shall prevent the County from enforcing any provisions in the CUP or from exercising its powers to protect the health, safety, and welfare of its residents. Nothing in this Agreement waives any rights, remedies, or defenses of LLRC in any action by County to enforce any provisions in the CUP or in any other action by the County to exercise its powers to protect the health, safety, and welfare of its residents.

10. **Severability.** In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

11. **Governing Law.** This Agreement shall be construed in accordance with and governed by the substantive laws and not the conflicts of laws of the State of California.

12. **Notices.** All notices and communications hereunder shall be given by hand delivery, with a receipt being obtained therefor, or by United States certified or registered mail. Notices and communications hereunder shall be effective when received and shall be sent to the following addresses (or to such other address that either party may specify by written notice to the other party):

If to the County, to: County of Los Angeles
Department of Public Works

900 South Fremont Avenue
Alhambra, California 91803-1331
Attention: Director of Public Works
and Environmental Programs Division

with copies to: County of Los Angeles
Office of the County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Attention: Public Works Division, Solid Waste
Deputy

If to LLRC, to: Lancaster Landfill and Recycling Center
1200 West City Ranch Road
Palmdale, California 93551-4456
Attention: District Manager

with copies to: Waste Management of California, Inc.
Western Group Office.
7025 North Scottsdale Road, Suite 200
Scottsdale, AZ 85253
Attention: Group General Counsel

13. **Waiver of Jury Trial.** The County and LLRC hereby waive any right to a trial by jury in any action or proceeding to enforce or defend any rights under or relating to this Agreement and agree that any such action or proceeding shall be tried before a court and not before a jury.

14. **Further Instruments.** From time to time, the parties hereto shall each execute and deliver in recordable form, if necessary, such further instruments and shall take such other action as the other party reasonably may request in order to discharge and perform their respective covenants and obligations under this Agreement.

15. **No Third-Party Beneficiaries.** This Agreement is made exclusively and solely for the benefit of LLRC and the County, and no other person or persons shall have the right to enforce the provisions hereof by action or legal proceedings or otherwise. The only parties to this Agreement are LLRC and the County and their respective authorized successors-in-interest. There are no third-party beneficiaries, and this Agreement is not intended, and shall not be construed, to benefit or be enforceable or accepted by any other person, agency, or entity.

16. **Purpose of Agreement.** In addition to any purpose stated above, this Agreement is intended to ensure compliance with the CUP. This Agreement shall not

supercede any requirement of the CUP for the Project. In the event of a conflict, the Conditions of Approval of the CUP shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by the respective officers thereunto authorized as of the date first above written.

WASTE MANAGEMENT OF CALIFORNIA, INC.

By: 

Vice President

By: 

Assistant Secretary of the Corporation or,
a duly authorized officer (attach as exhibits, a
certificate of Secretary, a corporate resolution,
and an authorization verification)

COUNTY OF LOS ANGELES

By: _____

Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By:  _____
Deputy

Exhibit "B"

Waste Diversion and Recycling Plan

The County and LLRC agree that waste diversion and recycling is in the best interest of the community as a whole and agree that every reasonable effort should be made to provide and/or enhance the opportunities for industry and the general public to succeed in that effort.

As contained in this Waste Diversion and Recycling Plan ("**Plan**"), LLRC shall make a good-faith effort to support the County and the cities within the County in meeting waste diversion goals in a manner that is beneficial to all parties involved. For any program required by the Agreement or by the Waste Diversion and Recycling Plan that has not commenced prior to the execution of the Agreement, LLRC shall begin implementing such program within thirty (30) days after execution of the Agreement.

1. Green Waste Diversion. LLRC agrees to provide an operation for the acceptance and processing of green waste and wood waste at the Property. LLRC agrees to provide this service at a rate lower than the solid waste disposal gate rate. The material produced may be sold for reuse in agricultural, landscaping, and energy applications. However, in the event viable reuse markets cannot be identified for some or all of the material produced by the operation, the resulting material may be used for cover, erosion and fire control and soil amendment for the Landfill, as permitted by the appropriate regulatory agencies. LLRC shall provide for the accounting of all green wastes and wood wastes entering and leaving the site, by weight, and shall support the County by providing reasonable documentation to agencies identified by the County as indicated in Section 5 of the Agreement.

2. Commingled Recyclables Drop-Off and Reloading Facility. LLRC shall provide a drop-off center for use by the community. A recyclables drop-off facility shall be conveniently located at the Property to encourage the public to recycle, and a reloading facility shall be located at the Property to transport commingled residential and commercial recyclable materials to sorting facilities as long as the drop-off center is viable. LLRC shall make a good-faith effort to continuously operate this center. At a minimum, the following materials shall be recycled:

- (a) Plastics
- (b) Aluminum
- (c) Mixed and Office Paper
- (d) Corrugated Cardboard
- (e) Glass

3. Used Oil Collection Center. Subject to full compliance with the requirements of the CUP, the Solid Waste Facilities Permit for the Landfill, the County, and other regulatory agencies, LLRC shall operate a California Certified Used Oil Collection Center at the Property for use by the local community. The used oil collection center shall accept, free of charge, uncontaminated used oil only from residents, at a limit of 15 gallons per residence per year.

4. Salvage Operations. As permitted by appropriate regulatory agencies and consistent with solid waste industry safety practices, LLRC shall conduct salvage operations to remove certain items of value from the waste stream, including but not limited to metals, white goods, wood wastes, and other appropriate materials that can be readily reused or recycled. Should a permit be required by a regulatory agency to conduct these activities, LLRC shall submit an application for such a permit to the appropriate regulatory agency within six (6) months of the effective date of the Agreement.

5. Waste Tire Program. LLRC agrees to provide a pick-up truck and passenger waste tire program for residents within the County of Los Angeles. Under such program, LLRC shall accept residential deliveries of pick-up truck and passenger tires. These tires will be transported to the Azusa Landfill, or similar facility, for tire processing. LLRC agrees to accept pick-up truck and passenger vehicle tires from County of Los Angeles residents free of charge up to four (4) tires per residence per year. This program will be reevaluated annually for effectiveness and economic viability and an annual report will be provided to the Department for analysis and approval. Any adjustments to this program will be made by mutual agreement between LLRC and the Department.

6. Bulky Items. LLRC shall accept bulky items delivered to the Property by residents of the County of Los Angeles. The bulky items will be accepted free of charge at a rate of one (1) bulky item per residential customer per year. Bulky items means discarded household furniture, furnishings, or appliances including white goods and mattresses. This program will be reevaluated annually and an annual report will be provided to the Department for analysis and approval. Any adjustments to this program will be made by mutual agreement between LLRC and the Department.

7. Cleanup Program. LLRC shall conduct a cleanup campaign twice a year to encourage County of Los Angeles residents to properly dispose of waste they generate within their property. LLRC shall accept all wastes delivered to the site during this campaign free of charge, up to one ton per residence. This program will be evaluated annually and an annual report will be provided to the Department for analysis and approval. Any adjustments to this program will be made by mutual agreement between LLRC and the Department.

8. Christmas Tree Program. LLRC agrees to provide a program for the acceptance and grinding of Christmas trees within the Antelope Valley. LLRC also

agrees to charge a reduced rate from the normal green waste processing fees to cover only the cost of providing the program. The mulch produced by the program will either be returned to the community or utilized on the Landfill as alternative daily cover, erosion control, or other program, other than landfilling, approved by the appropriate regulatory agencies.

9. Public Education. For the education of the public with respect to recycling, LLRC shall pursue the following activities:

(a) Placement of newsletters and bill stuffers in regular bills to residential and commercial customers to provide information on LLRC's new recycling programs or to reintroduce such customers to LLRC's ongoing recycling programs.

(b) Placement of advertisements in newspapers of general circulation in areas where residential and commercial refuse is collected by LLRC describing LLRC's recycling programs.

(c) Providing tours of the Landfill and recycling facilities to organizations in the local community including business organizations, youth organizations, and schools to educate people on waste management including reduction, reuse, recycling, and landfilling.

(d) LLRC shall support public education through various ongoing programs within the County of Los Angeles.

10. Waste Characterization. LLRC shall continue to perform two (2) waste characterization events at the Landfill to be conducted in March and September of each year. Reports shall be filed with the Task Force no later than the 15th of the month following the waste characterization event. Waste characterization reports shall be submitted by waste category and waste type.

11. Household Hazardous Waste/Electronic Waste Collection Events. Unless LLRC elects to implement the requirements of Section 12 below, commencing on January 1, 2004, LLRC shall annually fund four (4) household hazardous/electronic waste collection events for residents of the Antelope Valley areas of the County of Los Angeles. The cost of each event shall be calculated based on the average cost of the events conducted in the County during the preceding 12 months, if data available, and/or as determined by the Director of Public Works, but not to exceed one hundred ten thousand dollars (\$110,000) for the year 2004. Future annual funding shall be based upon the 2004 amount plus the Consumer Price Index (CPI) adjustment as defined within this Exhibit B. LLRC shall pay the funds to the Director of Public Works on a semi-annual basis. Payments shall be due within 60 days from receipt by LLRC of semi-annual billings, including the calculation of the average event cost for that billing period, submitted by the Director of Public Works.

12. Household Hazardous/Electronic Waste Collection Center. In lieu of annually funding four (4) household hazardous/electronic waste collection events as provided in Section 11 above, and subject to full compliance with the requirements of the CUP, the Solid Waste Facilities Permit for the Landfill, and regulatory agencies, LLRC and/or its affiliate, the Antelope Valley Recycling and Disposal Facility (AVRDF), may elect to operate a Household Hazardous/Electronic Waste Collection Center in cooperation with the Cities of Lancaster and Palmdale and the County of Los Angeles. In that event, the center shall be located at the Antelope Valley Landfill for use by all Antelope Valley residents within the County of Los Angeles. The LLRC, and/or AVRDF, shall operate the center pursuant to the Construction and Operating Agreement as adopted by the County on March 18, 2004. In addition to operating the center, LLRC shall also fund one annual household hazardous/electronic waste collection event conducted within the County of Los Angeles for three years, commencing on January 1, 2004. Beginning on January 1, 2007, and thereafter throughout the term of the CUP, LLRC shall annually fund two household hazardous/electronic waste collection events conducted within the County of Los Angeles. The provisions of this paragraph shall only apply as long as LLRC and AVRDF are owned and operated by the same company or entity.

13. Landfill Gas. LLRC shall evaluate the potential, and if feasible, develop a plan for the beneficial use of landfill gas generated at the site. This feasibility plan shall be submitted to the Department no later than 180 days after execution of the Agreement.

14. Quarterly Monitoring Reports. Commencing with the effective date of the Agreement and throughout the term of the CUP, LLRC shall submit quarterly reports to the Department describing the status of implementation of this Plan. Reports shall be due to the Department by the 15th day of the month following the quarter that the report addresses. At a future date and at the request of LLRC, the Department may approve an alternate schedule for the submittal of these reports.

15. Plan Revisions. In accordance with Paragraph 8 of the Agreement, the provisions of this Plan may be modified or waived by mutual written agreement between the Department and LLRC.

16. Consumer Price Index (CPI) Adjustment: On July 1 of each year that the Agreement is in force, LLRC's funding contribution to the Department in support of household hazardous waste collection events shall be adjusted by the Director of Public Works, based upon the Consumer Price Index, all Urban Consumers, for the Los Angeles-Riverside-Orange County Area (CPI), as determined by the United States Department of Labor, Bureau of Labor Statistics, or its successor. The Director of Public Works shall compute the percentage difference between the CPI on March 1 of each year and the CPI for the previous March 1 and apply that calculated percentage to the prior year's funding contribution, thereby establishing the current year's funding amount. Should the Bureau of Labor Statistics revise such index or discontinue the

preparation of such index, the Director of Public Works shall use the revised index or a comparable system as approved by the County for determining fluctuations in the cost of living.

CC:sm

P:\sec\ Waste Plan Conformance Revised AMK Rev3



RECORDING REQUESTED BY

Department of Regional Planning
320 West Temple Street
Room 1360, Hall of Records
Los Angeles, California 90012

AND WHEN RECORDED MAIL TO

Name: Waste Management of
California, Inc.
Street: 600 E. Avenue F.
City: Lancaster, 93535

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CERTIFICATE OF COMPLIANCE

REQUEST FOR CERTIFICATE OF COMPLIANCE

I/We the undersigned owner(s) of record (and/or vendee(s) pursuant to a contract of sale) in the following described property within the unincorporated territory of the County of Los Angeles, hereby REQUEST the County of Los Angeles to determine if said property described below complies with the provisions of the Subdivision Map Act (sec. 66410 et seq., Government Code, State of California) and the Los Angeles Code, Title 21 (Subdivisions)

Signature

John Workman

Name (Typed or Printed)

Date

Signature

Name (Typed or Printed)

Date

Signature

Name (Typed or Printed)

Date

LEGAL DESCRIPTION

- 1) The North 20 acres of the West 80 acres of the Northeast quarter and the East one-half of the Northeast one-quarter of Section 35, Township 8 North, Range 12 West of the San Bernardino meridian, according to the official plat of the survey of said land on file in the United States Government Bureau of Land Management at Los Angeles, California.
 - 2) That portion of the South half of the Northeast quarter of Section 10, Township 7 North, Range 12 West, San Bernardino meridian, in the County of Los Angeles, State of California, according to the official plat of said land filed in the District Land Office on January 14, 1882.
 - 3) The East 5 acres of the South 60 acres of the West 80 acres of the Northeast Quarter of Section 35, Township 8 North, Range 12 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the official plat of said land.
- Parcel No. 3175-003-008**

CERTIFICATE OF COMPLIANCE

CONTINUATION

- 4) An undivided one-third (1/3) interest in: The westerly 3 acres of the easterly 38 acres of the south 60 acres of the west 80 acres of the northeast quarter of Section 35, Township 8 North, Range 12 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the official plat of said land. **Parcel No. 3175-003-004**
- 5) The westerly 11 (eleven) acres of the east 49 acres of the south 60 acres of the west 80 acres of the northeast quarter of Section 35, Township 8 North, Range 12 West, S. B. B. M., according to the Official Plat of said land on file. **Parcel No. 3175-003-003**
- 6) The westerly 11 (eleven) acres of the southerly 60 acres of the west 80 acres of the northeast quarter of Section 35, Township 8 North, Range 12 West, S. B. B. M., according to the Official Plat of said land on file. **Parcel No. 3175-003-002**
- 7) The Westerly 10 acres of the Easterly 25 acres of the South 40 acres of the West 80 acres of the Northeast quarter of Section 35, Township 8 North, Range 12 West, in the County of Los Angeles, State of California, according to the official plat of said land approved by the Surveyor general dated June 19, 1856. **Parcel No. 3175-003-006**
- 8) The Westerly 10 acres of the Easterly 15 acres of the South 60 acres of the West 80 acres of the Northeast quarter of Section 35, Township 8 North, range 12 West, San Bernardino Meridian, according to the official plat of the survey of said land on file in the Bureau of Land Management. **Parcel No. 3175-003-007**
- 9) The Westerly 10 acres of the Easterly 35 acres of the South 60 acres of the West 80 acres of the Northeast quarter of Section 35, Township 8 North, Range 12 West, San Bernardino Meridian, according to the official plat of said land. **Parcel No. 3175-003-005**
- 10) The northwest quarter of the northwest quarter of Section 36, Township 8 North, Range 12 West, S.B.M., and the northeast quarter of the northwest quarter of said section. **Parcel No. 3175-007-900**
- 11) The south 30 acres of the northwest quarter of the northeast quarter of Section 36, Township 8 North, Range 12 West, S. B. M. **Parcel No. 3175-008-900**
- 12) The northwest quarter of the northwest quarter of Section 36, Township 8 North, Range 12 West, S. B. M., and the northeast quarter of the northwest quarter of said section. **Parcel No. 3175-007-900**
- 13) The east half of the Southwest Quarter of the Northeast Quarter of the Southeast Quarter of Section 35, Township 8 North, Range 12 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the official plat of said land.
- 14) The south half of the west half of the Southeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 35, Township 8 North, Range 12 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the official plat of land. **Parcel No. 3175-006-028**

CERTIFICATE OF COMPLIANCE

CONTINUATION

- 15) The Northwest one quarter of the Northeast one quarter of the Northeast one quarter of the Southeast one quarter of Section 35, Township 8 North, Range 12 West, San Bernardino Meridian, in the County of Los Angeles, State of California according to the official plat of said land. **Parcel No. 3175-006-010**
- 16) The east one-half of the Southeast one-quarter of the Northeast one-quarter of the Southeast one-quarter of Section 35, Township 8 North, Range 12 West, S. B. B. & M. **Parcel No. 3175-006-012**
- 17) The North half of the West half of the Southeast quarter of the Northeast quarter of the Southeast quarter of Section 35, Township 8 North, Range 12 West, San Bernardino Meridian, in the county of Los Angeles, State of California, according to the official plat of said land. **Parcel No. 3175-006-027**

